Memorandum	MIAMI-DADE County
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Date:	December 12, 2023	
То:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	Agenda Item No. 8(N)(9)
From:	Daniella Levine Cava Daniella Lerine Cava Mayor	-
Subject:	Recommendation for Approval of a Memorandum County and the Downtown Development Authority Micromobility Network	0

Executive Summary

This item seeks approval from the Miami-Dade Board of County Commissioners (Board) of a Memorandum of Agreement (MOA) with the Downtown Development Authority (DDA) for the County's receipt of \$250,000 from the DDA for the procurement and installation of bike lane planters and associated parking stoppers and delineators in support of the Downtown Mobility Network. In 2022, the County in partnership with the City of Miami and the DDA constructed separated bicycle/micromobility lanes in downtown Miami. The project was an initiative in advancing safer streets, prioritizing the implementation of the County's Vision Zero and Complete Streets Programs. As part of the project, high visibility pedestrian crosswalks, new American with Disabilities Act (ADA) accessible pedestrian ramps, high visibility pedestrian signage, and other improvements were undertaken.

The proposed MOA promotes the Vision Zero and Complete Streets Programs, aiming to enhance the development of safer multimodal roadway facilities across the Downtown Mobility Network. Through this agreement, DDA agrees to provide to the County funding of up to \$250,000 for the installation of bicycle separation devices (i.e., planters) along certain roadways within Downtown Miami. Upon completion of the project, DDA will be solely responsible for the maintenance of the plant materials in the separation devices, including watering, trimming, pruning, grooming and fertilizing. The DDA will also be responsible for the maintenance of the separation devices, including, but not limited to, inspection, aesthetics, replacement and disposal. The County is responsible for the design, permitting, and installation of the separation devices.

Recommendation

It is recommended that the Board approve the subject MOA between the DDA and Miami-Dade County which would allow for the County's receipt of \$250,000 for the installation of bike separation devices within the Downtown Micromobility Network.

<u>Scope</u>

The project is located in District 5, which is represented by Commissioner Eileen Higgins.

Delegated Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this agreement is consistent with those authorities granted under the Code of Miami-Dade County. Additionally, the County Mayor or Mayor's designee shall have the authority to amend the agreement for the purposes of receiving additional funds, as necessary, from the DDA in support of the project, as well as terminate the agreement.

Honorable Chairman Oliver G. Gilbert, III and Members Board of County Commissioners Page 2

Fiscal Impact/Funding Source

The MOA will not generate a fiscal impact to Miami-Dade County as the \$250,000 in proceeds from DDA will be utilized for the proposed improvements to the Downtown Micromobility Network and operation and maintenance responsibilities for the proposed bike separation devices shall be retained by DDA.

Track Record/Monitor

Miguel Soria, Assistant Director of Infrastructure Project Management for the Department of Transportation and Public Works (DTPW), will be responsible for monitoring this project.

Background

In 2022, Miami-Dade County in partnership with the City of Miami and the DDA built separated bicycle/scooter lanes in downtown Miami. The project was an initiative in advancing safer streets and prioritizing the implementation of the County's Vision Zero and Complete Streets Programs. As part of this project, high visibility pedestrian crosswalks, new ADA accessible pedestrian ramps, high visibility pedestrian signage, and other improvements were undertaken.

In 2023, Miami-Dade and the DDA coordinated a MOA to enhance the project through the installation of bicycle separation devices. Through this partnership, DTPW will reconfigure separation devices on existing roadways, such as North Miami Avenue, NE 1st Avenue, N 5 ST and N 6 ST, with the main objective of providing equitable mobility opportunities for all transportation modes within Downtown Miami. Like pavement markings, separation buffers help emphasize bicycle facilities from motor vehicle lanes. Vertical separators provide an additional layer of visual cues for users by delineating the operational realm of each mode. Vertical separation features enhance corridor safety by promoting motorist awareness, highlighting a pedestrianized corridor that encourages slow-speed operations. In turn, this reduces the likelihood of encroachment onto adjacent bicycle facilities. This clearer demarcation promotes predictable behavior by the street users that translates into safety for all.

It is anticipated, if this item is approved, that DTPW will install the subject vertical separation devices within 90 days of the effective date of the agreement.

Jimmy Morales Chief Operations Officer



MEMORANDUM

(Revised)

TO: DATE: Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners

Bonzon-Keenan

FROM: County Attorney

December 12, 2023

SUBJECT: Agenda Item No. 8(N)(9)

Please note any items checked.

 "3-Day Rule" for committees applicable if raised
 6 weeks required between first reading and public hearing
 4 weeks notification to municipal officials required prior to public hearing
 Decreases revenues or increases expenditures without balancing budget
 Budget required
 Statement of fiscal impact required
 Statement of social equity required
 Ordinance creating a new board requires detailed County Mayor's report for public hearing
 No committee review
 Applicable legislation requires more than a majority vote (i.e., 2/3's present, 2/3 membership, 3/5's, unanimous, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c), CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c), or CDMP 9 vote requirement per 2-116.1(4)(c)(2)) to approve
 Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved	Mayor	Agenda Item No. 8(N)(9)
Veto		12-12-23
Override		

RESOLUTION NO.

APPROVING А MEMORANDUM RESOLUTION OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FOR MIAMI-DADE COUNTY'S ACCEPTANCE OF \$250,000.00 FROM THE DDA FOR THE INSTALLATION OF BICYCLE SEPARATION DEVICES WITHIN THE MOBILITY PROJECT; DOWNTOWN NETWORK AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AMEND THE AGREEMENT FOR THE PURPOSES OF RECEIVING ADDITIONAL FUNDS FROM THE DDA AND TO EXECUTE THE AGREEMENT AND EXERCISE THE PROVISIONS CONTAINED THEREIN. INCLUDING TERMINATION PROVISIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying

memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Incorporates the foregoing recitals and approves the Memorandum of

Agreement between Miami-Dade County and the Downtown Development Authority (DDA) for

Miami-Dade County's acceptance of \$250,000.00 from the DDA for the installation of bicycle separation devices within the Downtown Mobility Network Project.

Section 2. Authorizes the County Mayor or County Mayor's designee to amend the agreement for the purposes of receiving additional funds, as necessary, from the DDA in support of the project.

Agenda Item No. 8(N)(9) Page No. 2

Section 3. Further authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the provisions contained therein, including termination provisions.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III Anthony Rodríguez, Vi	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

> MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____

Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

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Annery Pulgar Alfonso

MEMORANDUM OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY

This **MEMORANDUM OF AGREEMENT** ("Agreement") by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("**COUNTY**"), and the **MIAMI DOWNTOWN DEVELOPMENT AUTHORITY**, an independent agency and instrumentality of the City of Miami ("**Miami DDA**"), is effective as of **November 3¹⁴**, 2023 ("Effective Date").

WITNESSETH

WHEREAS, the COUNTY has adopted Complete Streets policies to promote the development of multimodal roadway facilities; and

WHEREAS, the robust transit coverage, new mobility options and planned mixed development of the Greater Downtown Miami entice high demand for multimodal infrastructure; and

WHEREAS, the COUNTY has built a network of separated bicycle lanes in Downtown Miami as part of its Complete Streets Program; and

WHEREAS, Miami DDA supports the COUNTY's Complete Streets Program and the use of separation devices to promote the safety of the most vulnerable users of the roadways (bicyclists and pedestrians); and

WHEREAS, Miami DDA wishes to work collaboratively with the COUNTY to enhance the physical separation of the recently installed bicycle lanes; and

WHEREAS, the Miami DDA wishes to utilize the resources of the County to design, install and maintain separation planters, subject to the terms and conditions of this Agreement; and

WHEREAS, both parties have concurred on a proposed planter separation concept and layout as described in **Exhibit A**, which may be modified from time, (hereafter refer to as the "Project"); and

WHEREAS, on July 14, 2023, the Board of Directors of the Miami Downtown Development Authority ("Board") approved by Resolution No. 022- 2023 (attached hereto as Exhibit B) disbursement of funds in the amount of Two hundred and fifty thousand dollars (**\$250,000.00**), payable to the County for the completion of the Project; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS:

1. Recitals. The recitals and all statements contained therein are true and correctand are hereby incorporated into this Agreement.

2. **RESPONSIBILITIES OF THE MIAMI DDA:**

2.1. Funding. The Miami DDA agrees to provide to the County funding for the Project in the total amount of two hundred and fifty thousand dollars (\$250,000.00), on a lump sum basis, subject to availability of funds. The Miami DDA agrees that it will, no later than thirty (30) calendar days from full execution of this agreement, disburse to the County, funding for the Project as described in the Scope of Work attached as Exhibit A.

2.2. Maintenance. Upon completion of the Project, the Miami DDA agrees to be solely responsible for the landscape maintenance of the plant materials planted in the separation devices including watering, trimming, pruning, grooming, fertilizing and replacement of the plant materials as needed. Furthermore, DDA will be solely responsible for the maintenance of the separation devices, including, but not limited to inspection, maintenance of aesthetics, replacement, and disposal. The DDA shall also be responsible for the disposal of separation devices should this agreement be terminated.

3. **RESPONSIBILITIES OF COUNTY:**

3.1. Permits and Approvals. The County shall obtain any applicable permits, including but not limited to right-of-way permits exclusively from Miami-Dade County prior to commencement of the Project. For the avoidance of doubt, the County is not waiving any of its sovereign rights over the jurisdiction of its County owned public right-of-way.

3.2. Accounting. The County agrees to permit the Miami DDA auditors to inspect the books, records and accounts of the Project for three (3) years after completion of the Project. Both parties agree that in the event final accounting of the total construction costs pursuant to the terms of this agreement is less than the total deposit to date, a refund of the excess will be made by the County to the Miami DDA, based on the total reconciled cost. If the final accounting is not performed within one hundred eighty (180) calendar days, the County is not relieved from its obligation to pay.

3.3. Design. The County agrees to obtain Miami DDA's written approval of all final designs and costs estimates for the Project. Should the County undertake any change of design specifications, materials, or similar characteristic of the separation devices selected for the Project, the County must obtain Miami DDA's written approval prior to such changes.

3.4. Installation Schedule. The County agrees to create and coordinate with the Miami DDA an installation schedule for the Project. The County agrees to appoint a representative who shall be responsible for coordinating details related to the installation of the Project.

3.5. Claims and Change Orders. The County must notify the Miami DDA in writing should claims or change orders arise. The County may exercise discretionary approval of change orders or supplemental agreements if these do not substantially alter the designs approved by the Miami DDA or translate into additional funding requests to the Miami DDA. If additional funding is required, the County shall submit a written request to the Miami DDA at least 14 days in advance and an administrative contract amendment will be executed among the parties.

3.6. Project Ownership, Administration and Inspection. The County shall exercise all responsibilities of the owner of the Project, including Project administration and inspections. The County may delegate this function to an authorized agent or Construction Engineering Inspection (CEI) consultant.

4. **Term.** The term of this Agreement shall commence on the effective date of the Board of County Commissioners resolution approving this Agreement and shall remain in effect until such time that the parties mutually agree to terminate. Termination pursuant to this section shall become effective upon written approval by both parties.

5. Compliance with Laws. The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

6. Default. If the County fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then the County shall be in default. Upon the occurrence of a default hereunder the Miami DDA, in addition to all remedies available to them by law, may upon ten (10) days written notice to the County, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Miami DDA to the County while the County was in default shall be immediately returned to the Miami DDA. The County understands and agrees that termination of this Agreement under this section shall not release the County from any obligation accruing prior to the effective date of termination.

If the Miami DDA fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then the Miami DDA shall be in default. Upon the occurrence of a default hereunder the County, in addition to all remedies available to it by law, may, upon ten (10) days written notice to the Miami DDA, terminate this Agreement. The

Miami DDA understands and agrees that termination of this Agreement under this section shall not release the Miami DDA from any obligation accruing prior to the effective date of termination. The Miami DDA shall be responsible for paying the County any reasonable maintenance or reasonable repair costs the County incurred as a result of the Miami DDA's failure to comply with the term or conditions of this Agreement, and this obligation survives termination of this agreement.

7. Liability. No officer, employee, agent, or principal, whether disclosed or undisclosed, of the Miami DDA or the City of Miami ("City") shall have any personal liability with respect to any of the provisions of this Agreement. Any liability of the Miami DDA and the City under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.

No officer, employee, agent, or principal, whether disclosed or undisclosed, of the County shall have any personal liability with respect to any of the provisions of this Agreement. Any liability of the County under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.

8. Indemnification. To the extent authorized by Florida law, the Miami DDA hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the Miami DDA, its agents, officers or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the Miami Downtown Development Authority (DDA) to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the

breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Miami DDA for its and/or the City of Miami's sole negligence or breach of contract.

9. Dispute Resolution, Applicable Law. The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida. Each party will bear its own attorney's fees and costs.

10. Public Records. The County understands that the public shall have access, at allreasonable times, to all documents and information pertaining to this Agreement, subject to the provisions of Chapter 119, Florida Statutes, and any applicable exemptions therefrom. The County agrees to allow access by the Miami DDA and the public to all documents subject to disclosure under applicable law unless there is a specific exemption from such access. The County's failure or refusal to comply with the provisions of this section shall result in immediate termination of the Agreement by Miami DDA. The County agrees that any of the obligations in this section will survive the term, termination, and cancellation hereof. IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATED TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-579-6675, delavega@MiamiDDA.com, 200 South Biscayne Blvd., Suite 2929, Miami, FL 33131.

The Miami DDA understands that the public shall have access, at all reasonable times, to all documents and information pertaining to this Agreement, subject to the provisions of Chapter 119, Florida Statutes, and any applicable exemptions therefrom. The Miami DDA agrees to allow access by the County and the public to all documents subject to disclosure

under applicable law unless there is a specific exemption from such access. The Miami DDA's failure or refusal to comply with the provisions of this section shall result in immediate termination of the Agreement by the County. The Miami DDA agrees that any of the obligations in this section will survive the term, termination, and cancellation hereof.

11. Entire Agreement, Amendments. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

12. Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

13. Severance. In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the Miami DDA or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

14. Notices. Any and all notices required to be given under this Agreement shall be sent by first class mail, addressed as follows:

To the County:

Attention:	Department of Transportation and Public Works c/o Director
	Miami-Dade County
	701 NW 1 Court, Suite 1700
	Miami, Florida 33136
	(305) 773.3218

With Copy to: County Attorney's Office

To the Miami DDA:

Miami Downtown Development Authority
c/o Executive Director
200 S Biscayne Blvd Suite 2929
Miami, FL, 33131
305-379-6578

Copy to: City of Miami City Attorney, Office of the City Attorney 444 SW 2nd Avenue, 9th Floor Miami, Florida 33130

15. Counterparts, Electronic Signatures. This Agreement may be executed in

any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

MIAMI DOWNTOWN DEVELOPMENT AUTHORITY	MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS
By: Christina Crespi Executive Director	By: County Mayor or designee
ATTEST: Notary Public (SEAL) Notary Public (SEAL) Notary Public State of Fic Ivonne M De La Vega My Commission HH 356 Expires 3/25/2027	
APPROVED AS TO LEGAL FORM AND CORR	RECTNESS:

By:_

Victoria Mendez, City Attorney

By: ____

County Attorney

EXHIBIT A SCOPE OF WORK – PROJECT

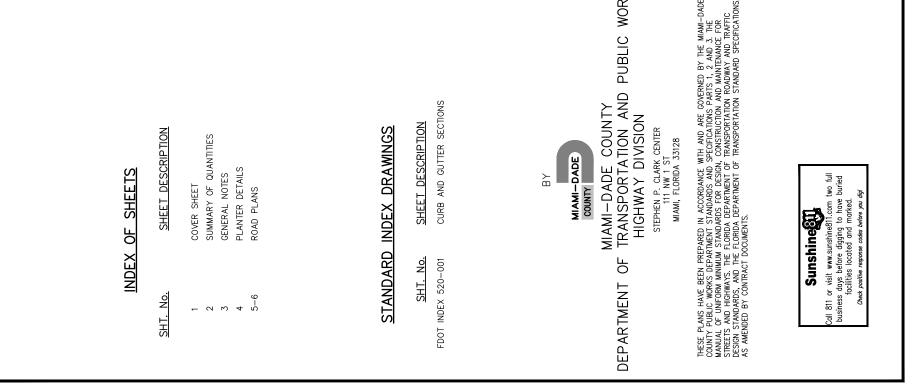
Project Scope

Procurement and installation of approved separation devices along NW 5 ST and NE 5 ST from NW 3 AVE to NE 2 AVE, along S MIAMI AVE and N MIAMI AVE from SE 2 ST to NE 11 TERR, and along SE 1 AVE and NE 1 AVE from SE 1 ST to NE 11 ST.

- Approximately 120 Green Theory 54" x 24" Bike Lane Planters
- Approximately 50 Green Theory 54" x 18" Bike Lane Planters
- Associated parking stoppers and delineators

The installation of approved separation devices shall be consistent with the concept plan attached to this Exhibit.

ALONG NW	PLANS FOR IMPROVEN WNTOWN MOE 5 ST AND NE 5 ST	proposed ients to 31LITY NETWORK From nw 3 ave to ne 2 ave	ΥE		
			MIAMI-DADE COUNTY PROJECT NO. 20200140 Note: Attention is directed to the fact that these plans may have been reduced in size by reproduction. This wust be considered when obtaining scaled data.	PROJECT N THE FACT THAT THESE PL	COUNTY PROJECT NO. 20200140 Note: Attention is directed to the fact that these plans may have been reduced in size by reproduction. This must be considered when obtaining scaled data.
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DADE Sons,				APPROVED RECOMMENDED SUBMITTED	COUNTY ENGINEER ASSISTANT DIRECTOR HIGHWAY DIVISION
				DATE	DRAWN BRAWN SHEET 0 OF 6

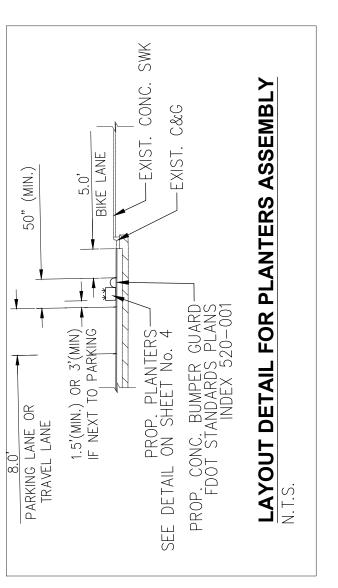


T:TTRANSPORTATION DESIGN/PROJECTS/RODMAYS/MICROMOBILIY - PLANTERS/CAD/O-COVER-SHEET-(NE 5 ST & NE 6 ST).4wg Sep 26, 26, 2023 - 1:50pm E327537

MDC016

MARY OF QUANTITIES

EACH	52	9 0	14
EACH	11	2	13



NOTES:

 EXIST. CONCRETE BUMPERS & DELINEATORS TO REMAIN UNLESS NOTED OTHERWISE.
 TOTAL HEIGHT OF PLANTER PLUS ANY PLANT MATERIAL NOT TO EXCEED 2.5 FT FROM ASPHALT SURFACE. PLANTERS NOT MEETING THIS REQUIREMENT CANNOT BE PLACED WITHIN THE SIGHT DISTANCE TRIANGLE OF AN INTERSECTION INCLUDING DRIVEWAYS.

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DEPARTMENT OF TRANSPORTATION					STEPHEN P. CLARK CENTER	111 NW 1 ST MIAM, FLORIDA 33128	
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DATE		-	_				
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IIAM-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC HIGHWAY DIVISION AND PUBLIC DOWNTOWN MOBILITY NETWORK PROJECT NO. 20200140 SHEET <u>2</u> OF 6

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SUMMA		PLANTER ASSEMBLY 24" WIDE DELINEATOR	SEPARATOR																												TO BE USED AS DIRECTED BY THE EN		TE BY DESCRIPTION	 _
	PAY ITEM NO.	580-3-3 PLANT 705-11-1 DELINE																													* ADDITIONAL QUANTITIES ARE CONTINGENT,		DESCRIPTION DATE	 _
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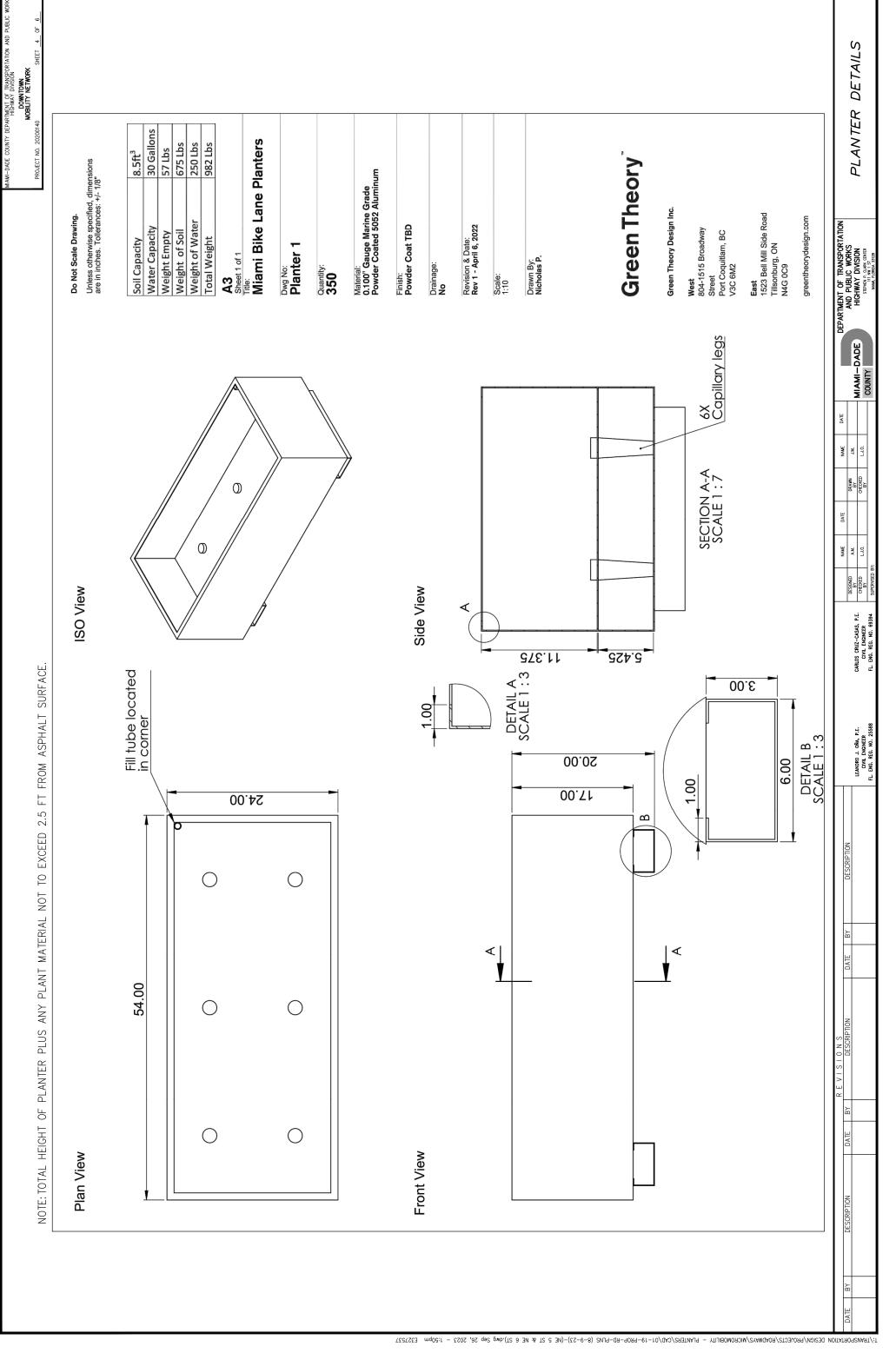
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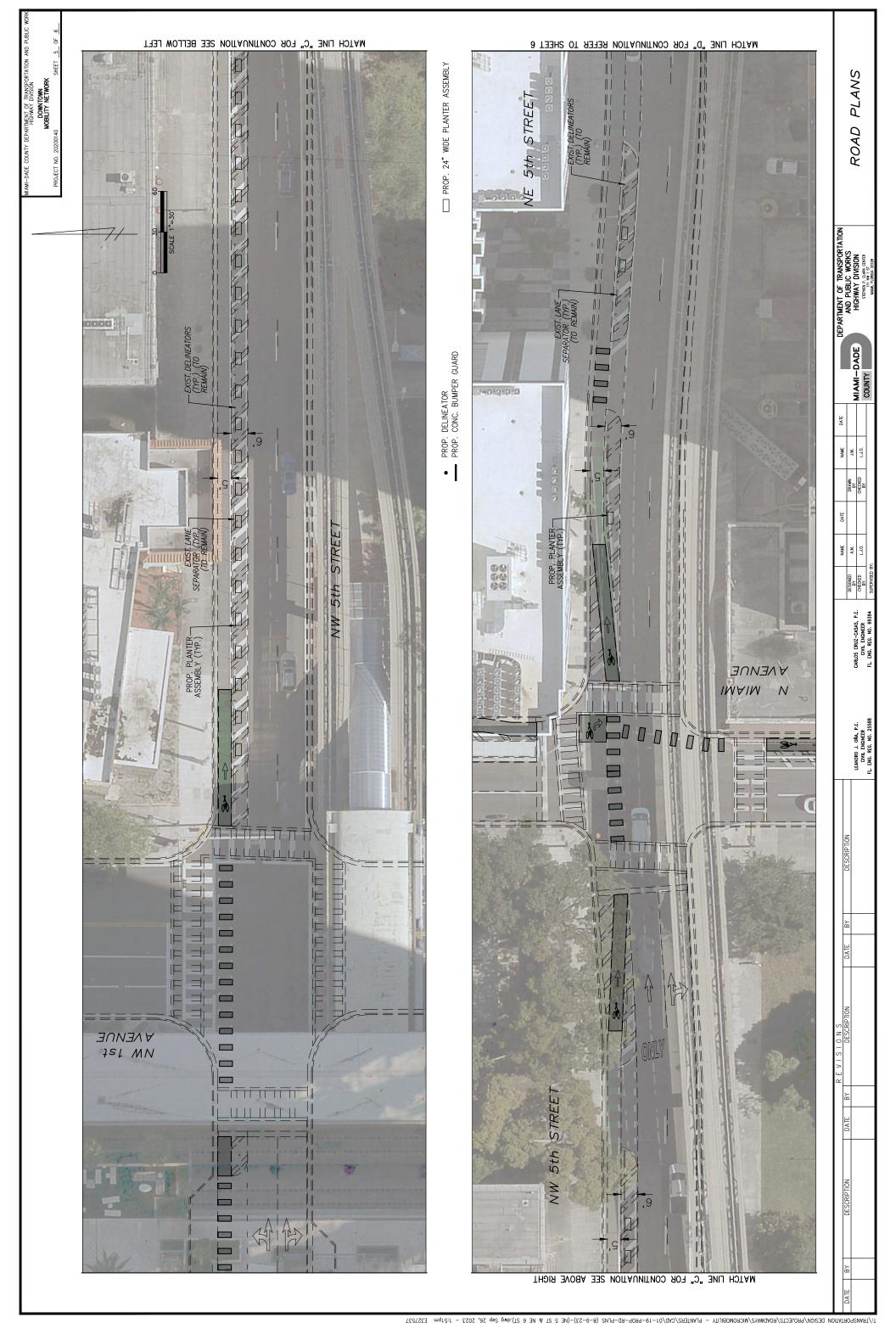
GENERAL NOTES

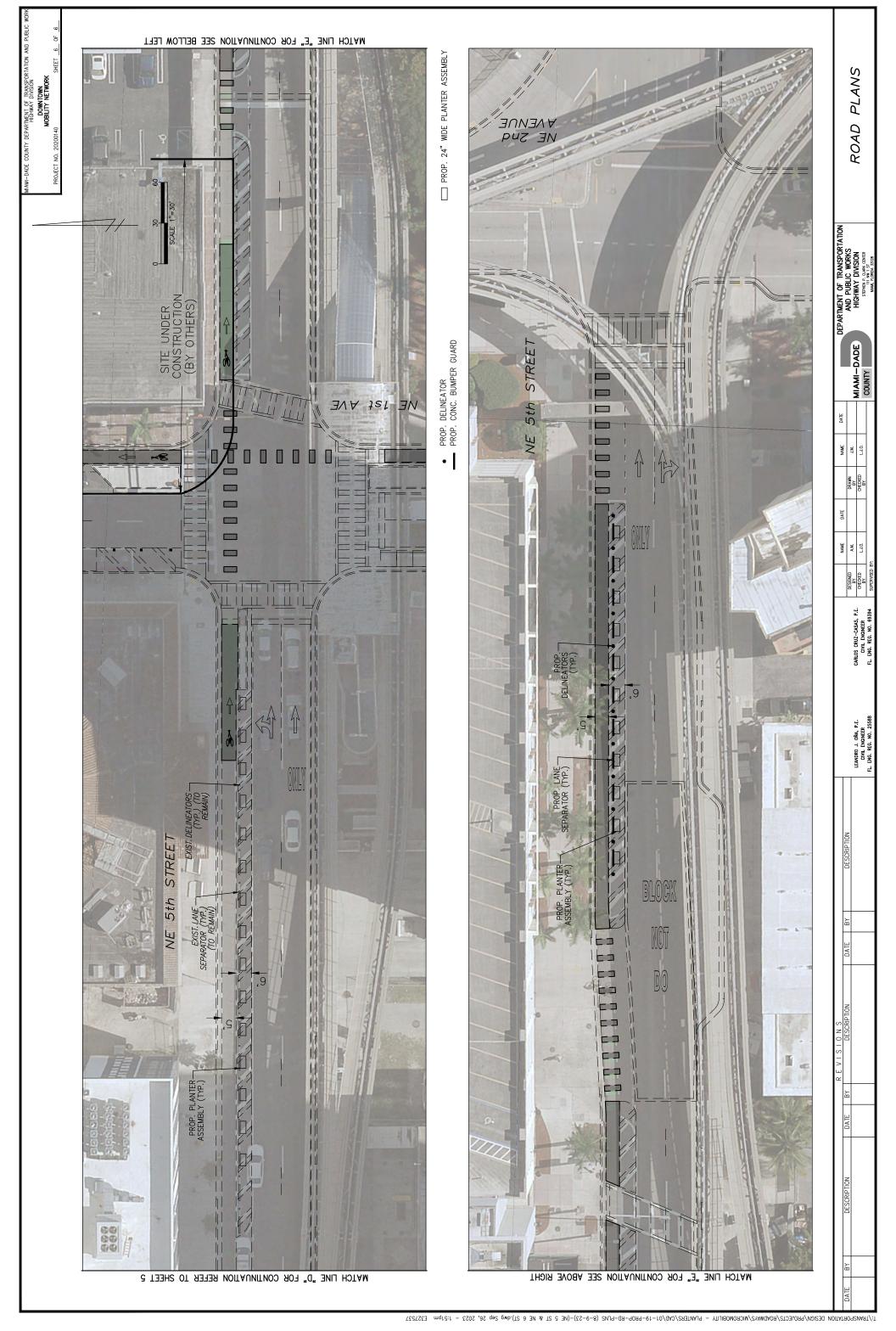
- ANY N.G.V.D. BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION IS REFERENCED BY A REGISTERED-LAND SURVEYOR IN ACCORDANCE WITH THE MIN FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WOR DANGER OF DAMAGE, THE PROJECT ENGINEER SHALL NOTFY RON TATIOR, FLOR (FDEP) SURVEYING AND MAPPING, 3900 COMMONWEALTH BLVD., MAIL STATION 1 TELEPHONE (850) 245-2606. ÷
 - ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUC CONTRACTOR AS FOLLOWS: CORNERS AND MONUMENTS IN CONFLICT WITH THE DESTROYED, OR COVERED SHALL BE PROPERLY PERERCUED BY A REGISTERED MINIUM TECHNICLE STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL L/ AT THE SITE. THE CONTRACTOR SHALL RETAIN THE LAND SURVEYOR TO REFE THE WORK, ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO MIA DEPARTMENT A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERED 2
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 - - ALL EXISTING FACILITIES MUST REMAIN ENERGIZED DURING ROAD CONSTRUCTION 16.
- any damage to public or private property shall be restored by the the owner and/or to the county. 17.
- ANY ENCROACHMENT WITHIN THE LIMITS OF CONSTRUCTION SHALL BE RELOCAT PROPERTY OWNER AT THEIR EXPENSE. <u>8</u>
 - - CLEARING AND GRUBBING, GRADING AND OTHER INCIDENTAL WORK NECESSARY INCLUDED IN RELATED BID ITEMS. 19.

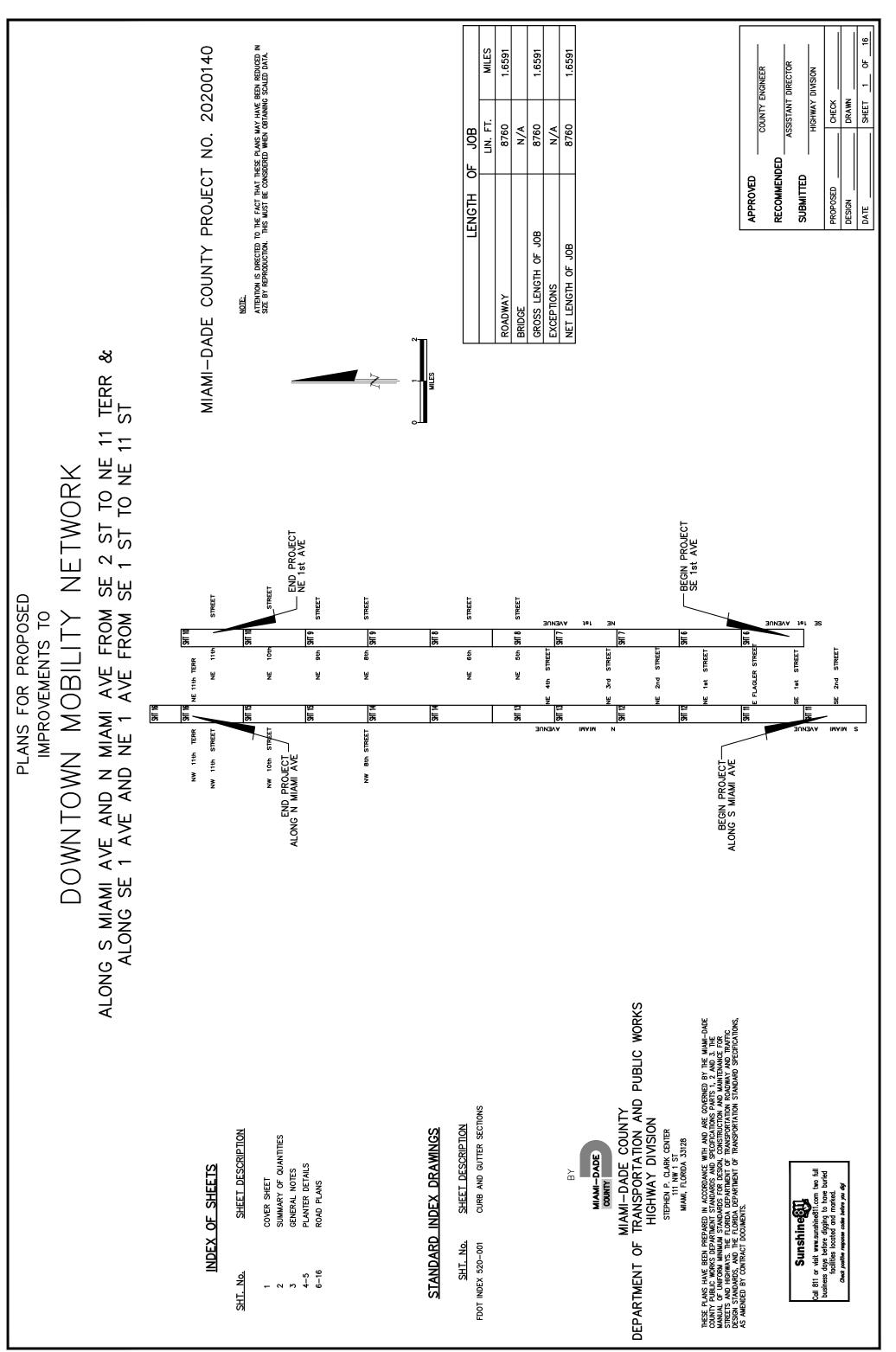
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MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORK HIGHWAY DIVISION DOMYTOWN	MOBILITY NETWORK PROJECT NO. 20200140 SHEET 2 0F 6	PARKING LANE OR 50" (MIN.)	1.5'(MIN.) OR 3'(MIN) - 5.0' IF NEXT TO PARKING - RIKF I ANF	PROP. 24" WIDE PLANTERS EXIST. CUNC. SWK SEE DETAIL ON SHEET No. 4 EXIST. C&G	PROP. CONC. BUMPER GUARD	INDEX 520-001	LAYOUT DETAIL FOR PLANTERS ASSEMBLY (24") N.T.S.			TRAVEL LANE OK 44 (MIN.)	5'(MIN.) OR 3'(MIN)	IF NEXT TO PARKING BIKE I ANF	PROP. 18" WIDE PLANTERS	SEE DETAIL ON SHEET No. 5 - EXIST. C&G	FUUL STANDARDS FLANS INDEX 520-001	LAYOUI DEIAIL FOR PLANIEKS ASSEMBLY (18")	N.I.S.	NOTES:	- TOTAL HEIGHT OF PLANTER PLUS ANY PLANT MATERIAL NOT TO EXCEED ON ILLINMOL.	FROM ASPHALI SURFACE. PLANIERS NOT MEETING THIS REQUIREMENT CANNOT BE PLACED WITHIN THE SIGHT DISTANCE TRIANGLE OF AN INTERSECTION INCLUDING	DRIVEWAYS.	CARLOS CARZ-CASAS, P.E. CARLOS CARZ-CASAS, P.
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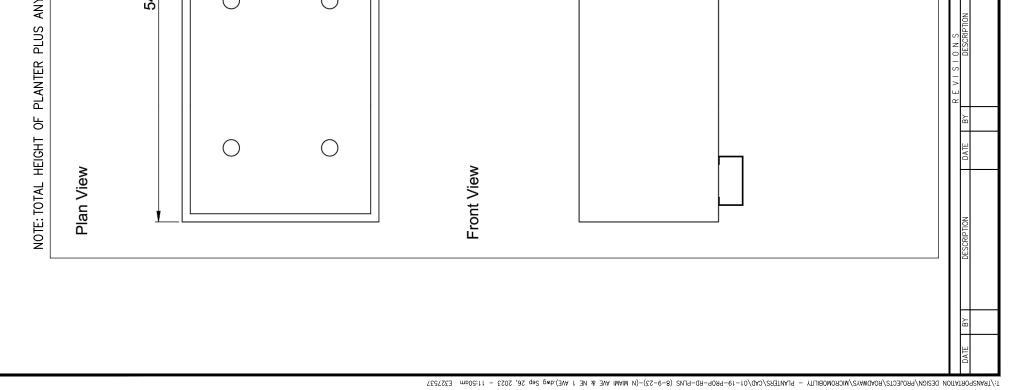
T32752 TRANSPORTATION DESIGN/PROJECTS/ROADWAYS/MICROMOBILITY - PLANTERS/CAD/01-19-PROP-RD-PLUS (8-9-23)-(N MIAMI AVE & NE 1 AVE).4Mg Sep 26, 2023 - 11:50am E327557

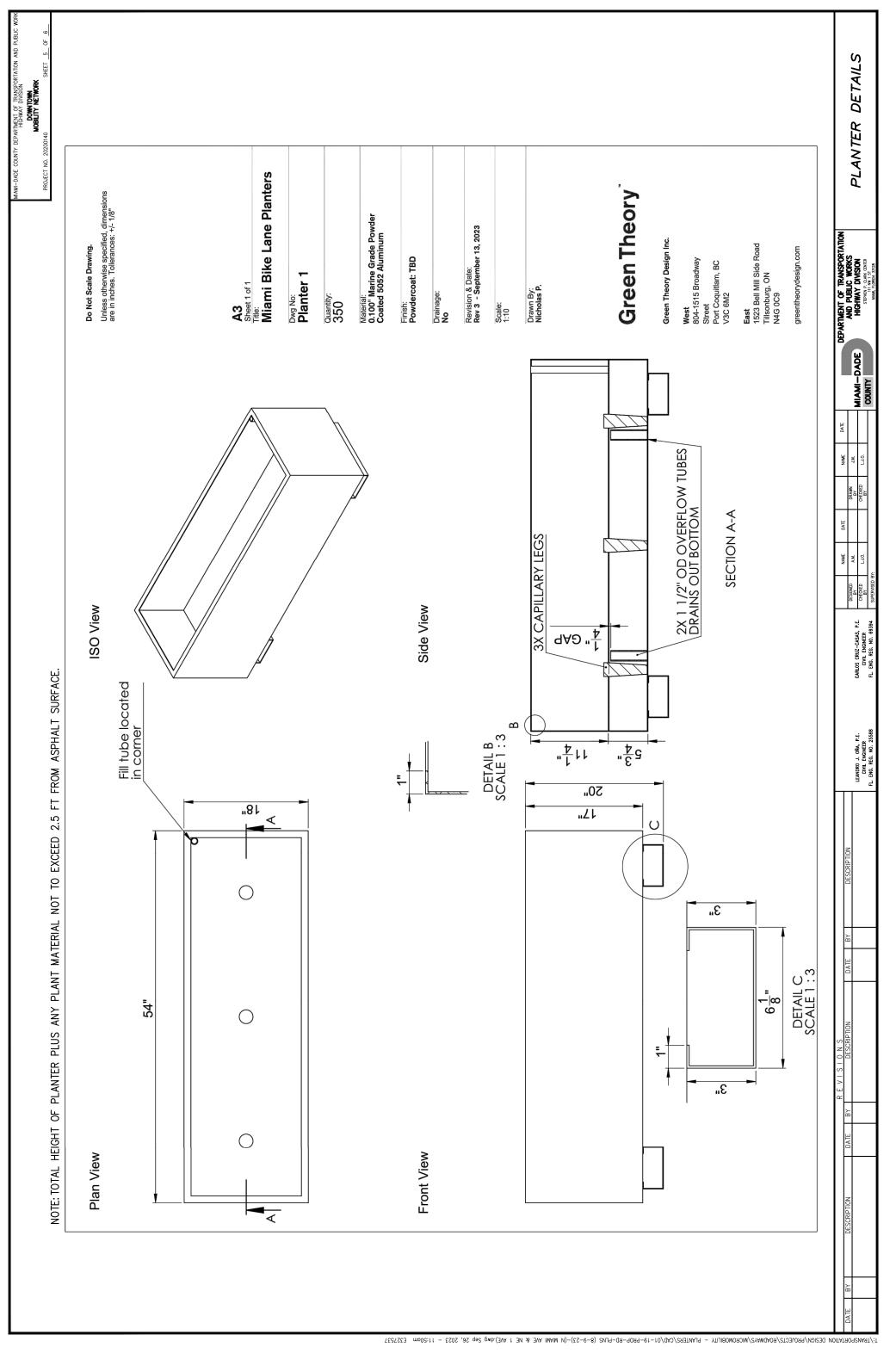
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N DATE BY DESCRIF	TION LEAVORD J. ONA, P.E. CARLOS CRUZ-CASIS, P.E. DESIDER A.M. DATE DATE MAKE NAME LANGE J. ONA, P.E. CARLOS CRUZ-CASIS, P.E. CESTO A.M. DEVIN J.M. CARLON CRUZ-CASIS, P.E. CARLOS CRUZ-CASIS, P.E. CA	DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS HIGHWAY DIVISION SUPPLY OUNTRY DIVISION SUPPLY OF TRANSPORTATION AND PUBLIC WORKS HIGHWAY DIVISION SUPPLY OF TRANSPORTATION CENERAL NOTES

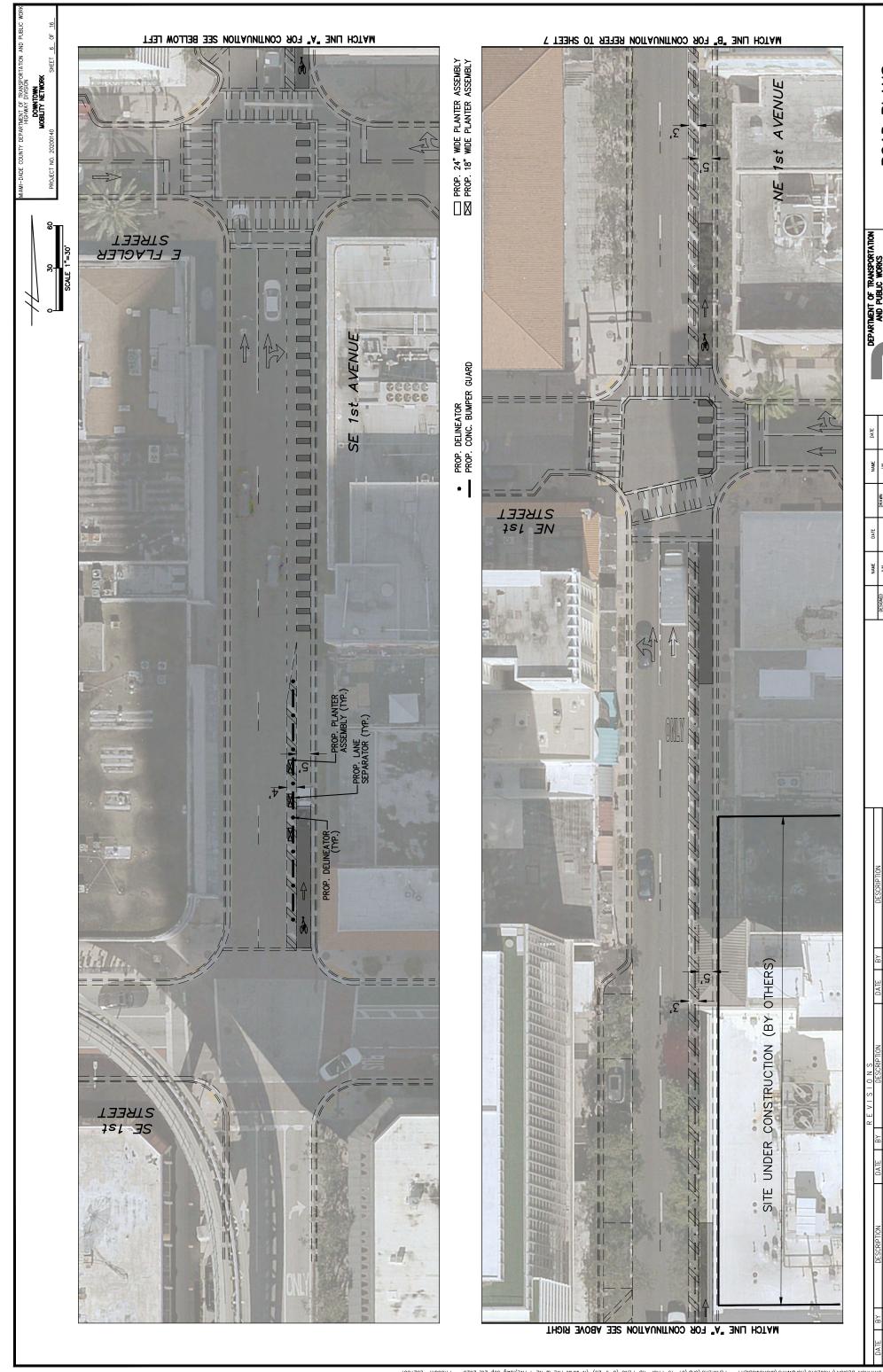
GENERAL NOTES

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 - ALL EXISTING FACILITIES MUST REMAIN ENERGIZED DURING ROAD CONSTRUCTION. 16.
- any damage to public or private property shall be restored by the contracto The owner and/or to the county. ₽.
- PRO ANY ENCROACHMENT WITHIN THE LIMITS OF CONSTRUCTION SHALL BE RELOCATED OR PROPERTY OWNER AT THEIR EXPENSE. ₩
 - clearing and grubbing, grading and other incidental work necessary for harm. Included in related bid items. 19.
- all grass areas affected by construction shall be re-sodded at no additional 20.

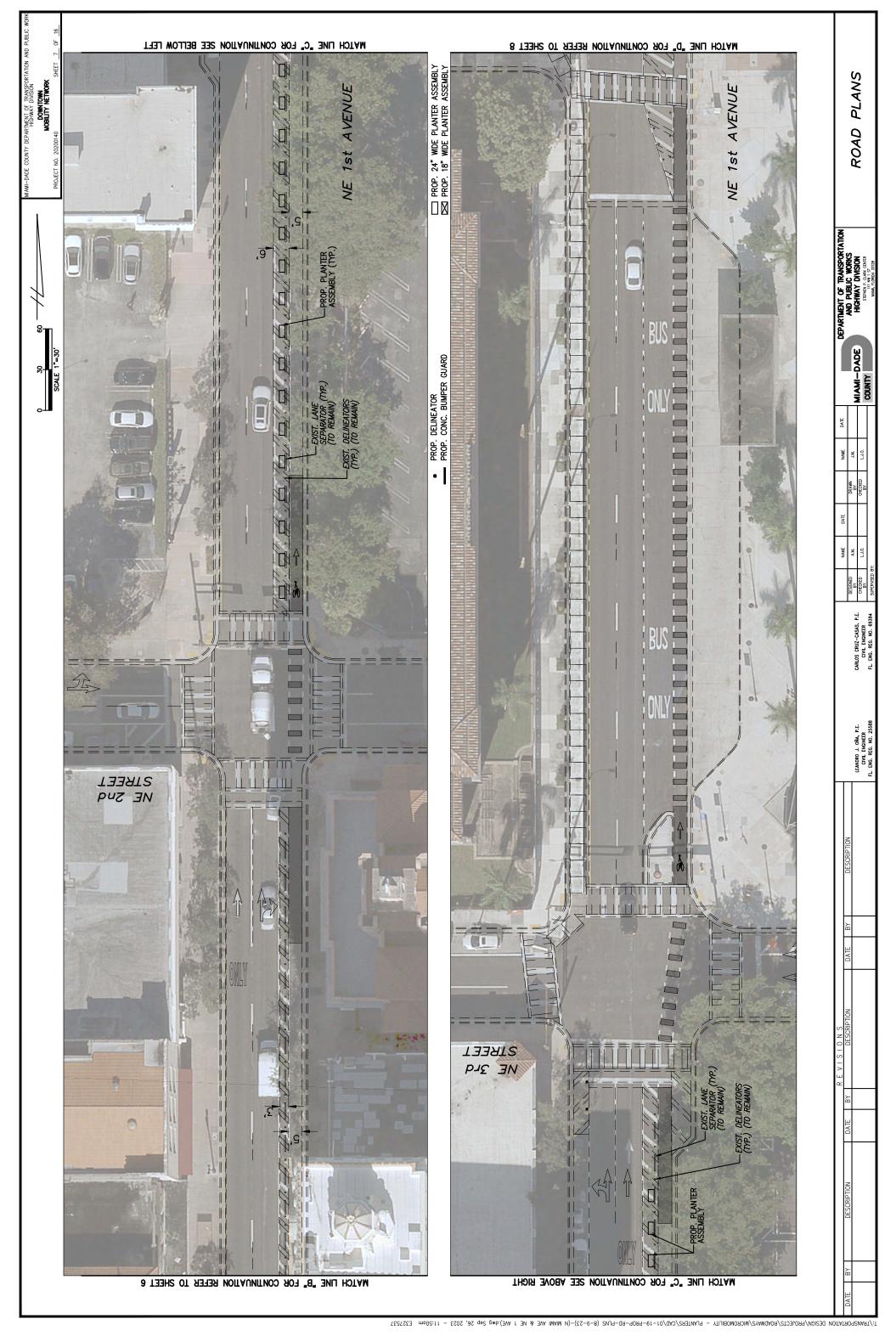
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORK HIGHWAY DIVISION WOBILITY METWORK PROJECT NO. 20200140 SHEET 4 OF 6	Do Not Scale Drawing. Unless otherwise specified, dimensions are in inches. Tollerances: +/- 1/8"	8.5ft ³ 30 Gallons 57 Lbs 57 Lbs 675 Lbs 982 Lbs 982 Lbs 982 Lbs ane Planters	AND FUBLIC WORKS PLANTER DETAILS HELMANY NORTH STREAT CONTRACT OF TAILS
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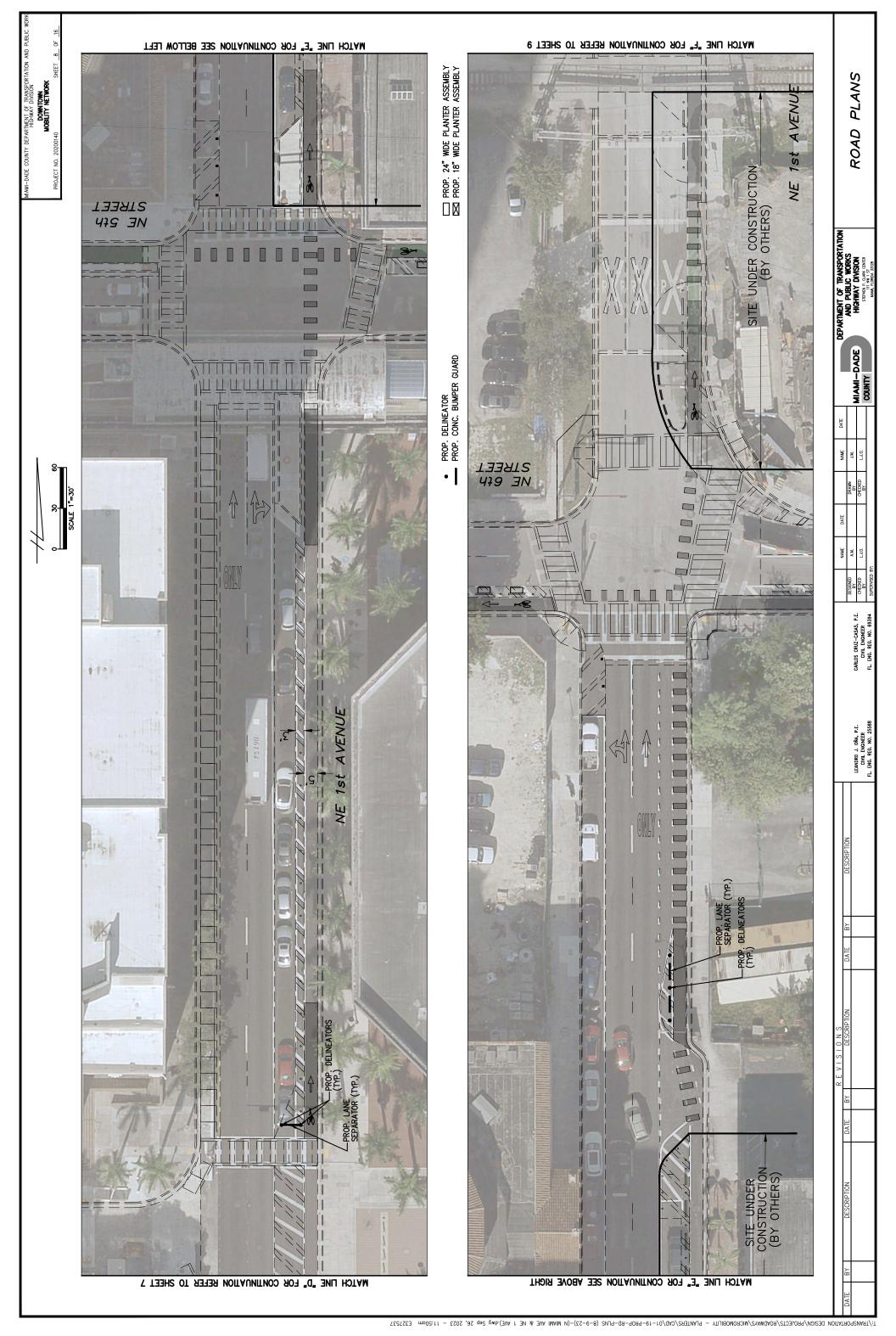


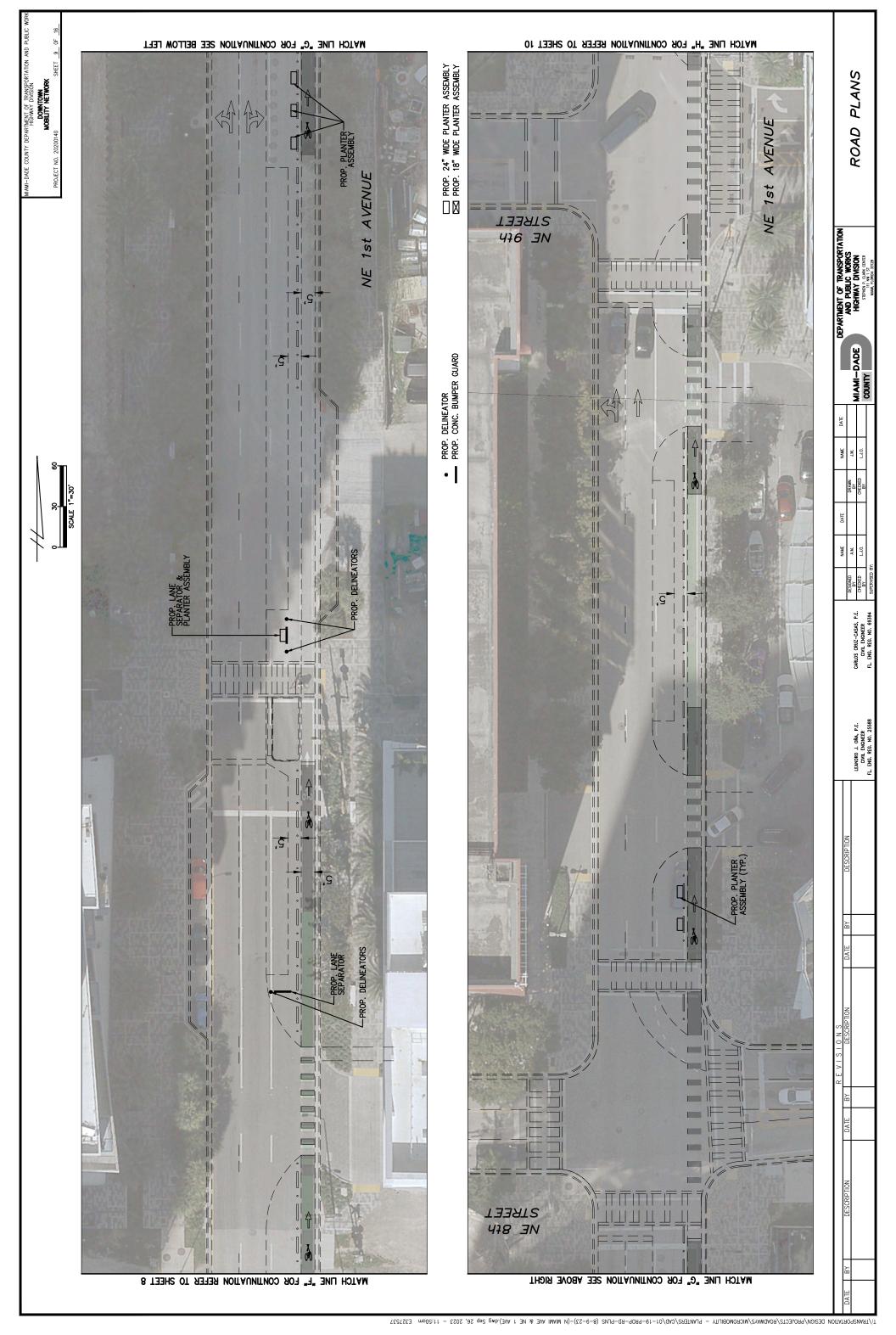


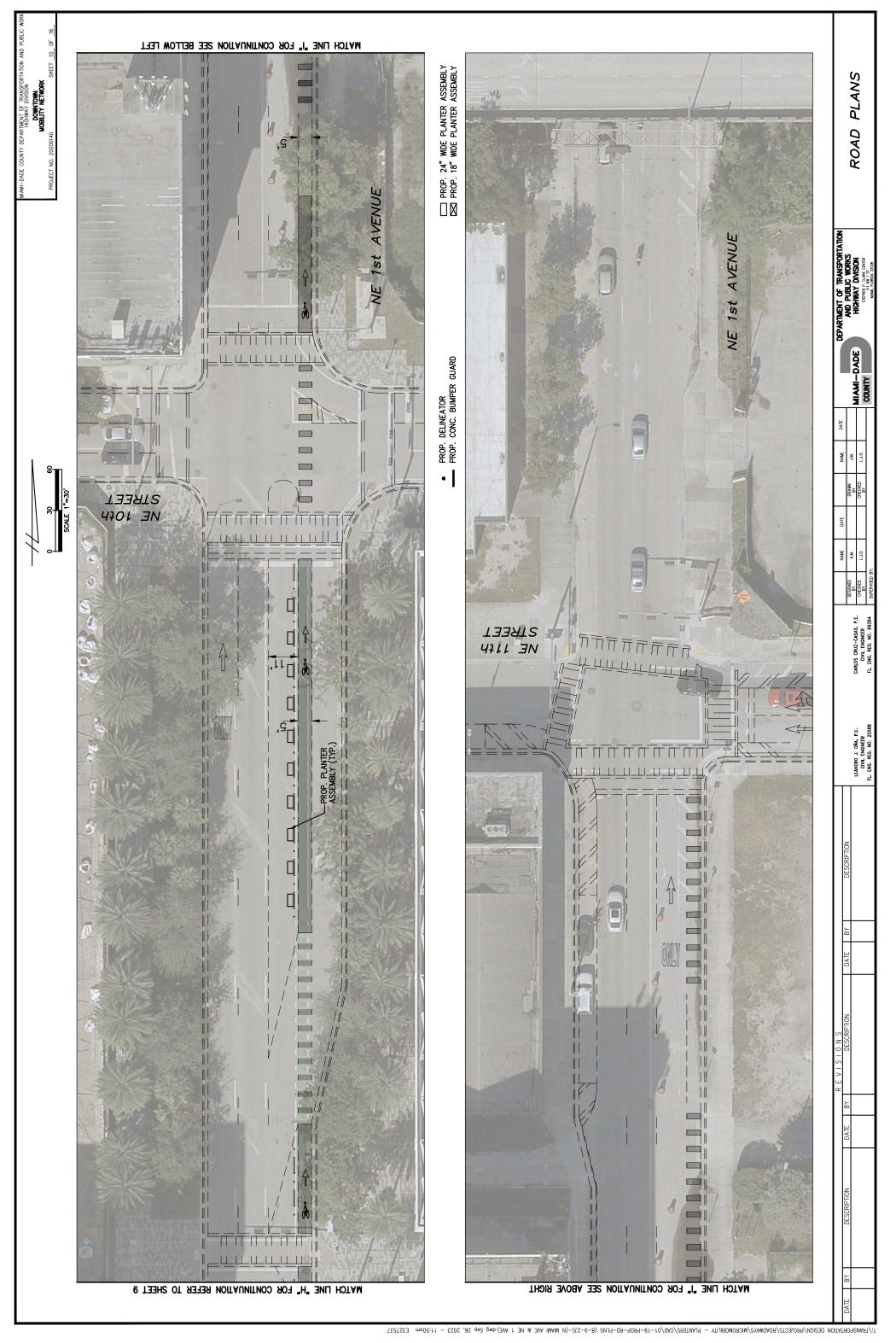


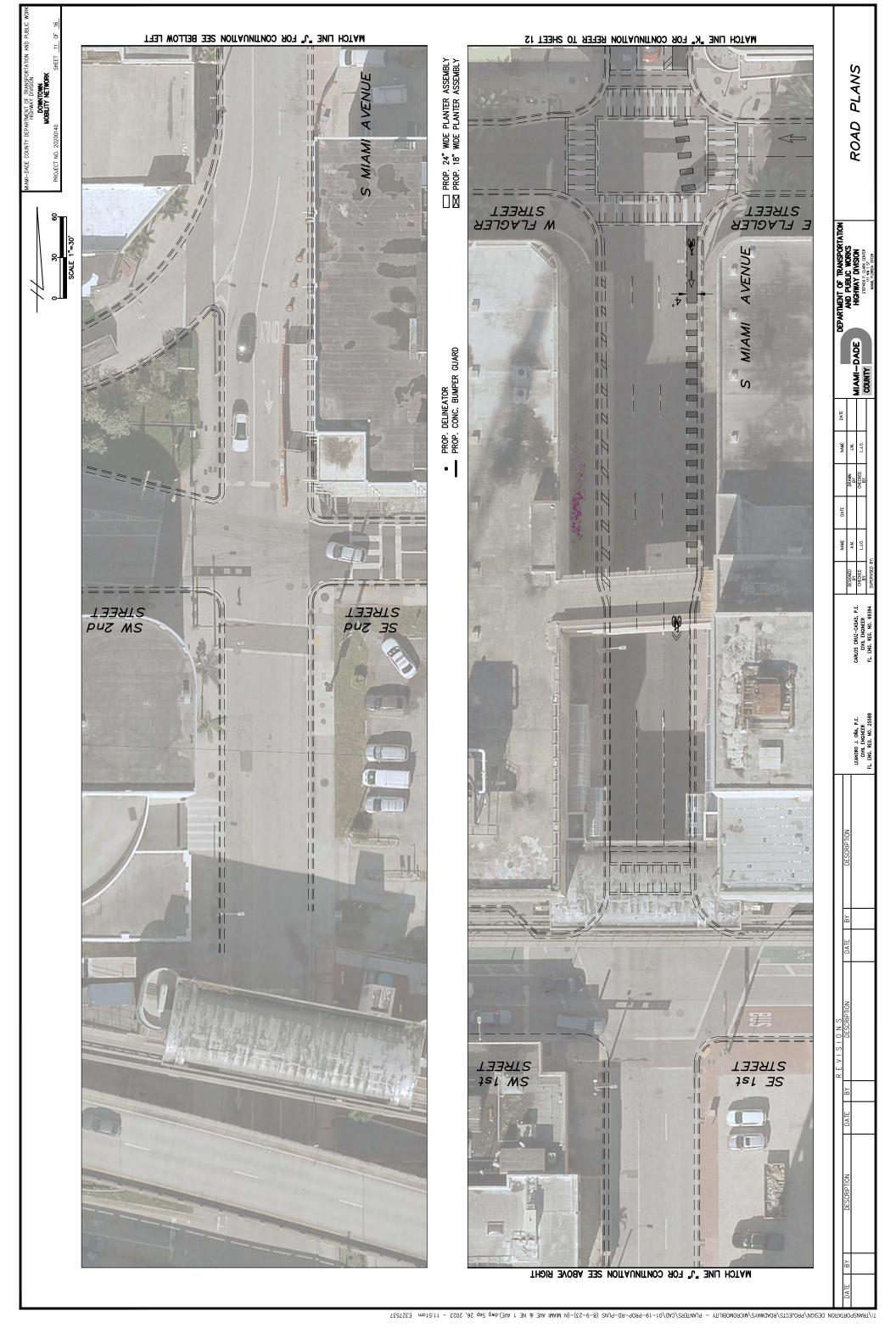
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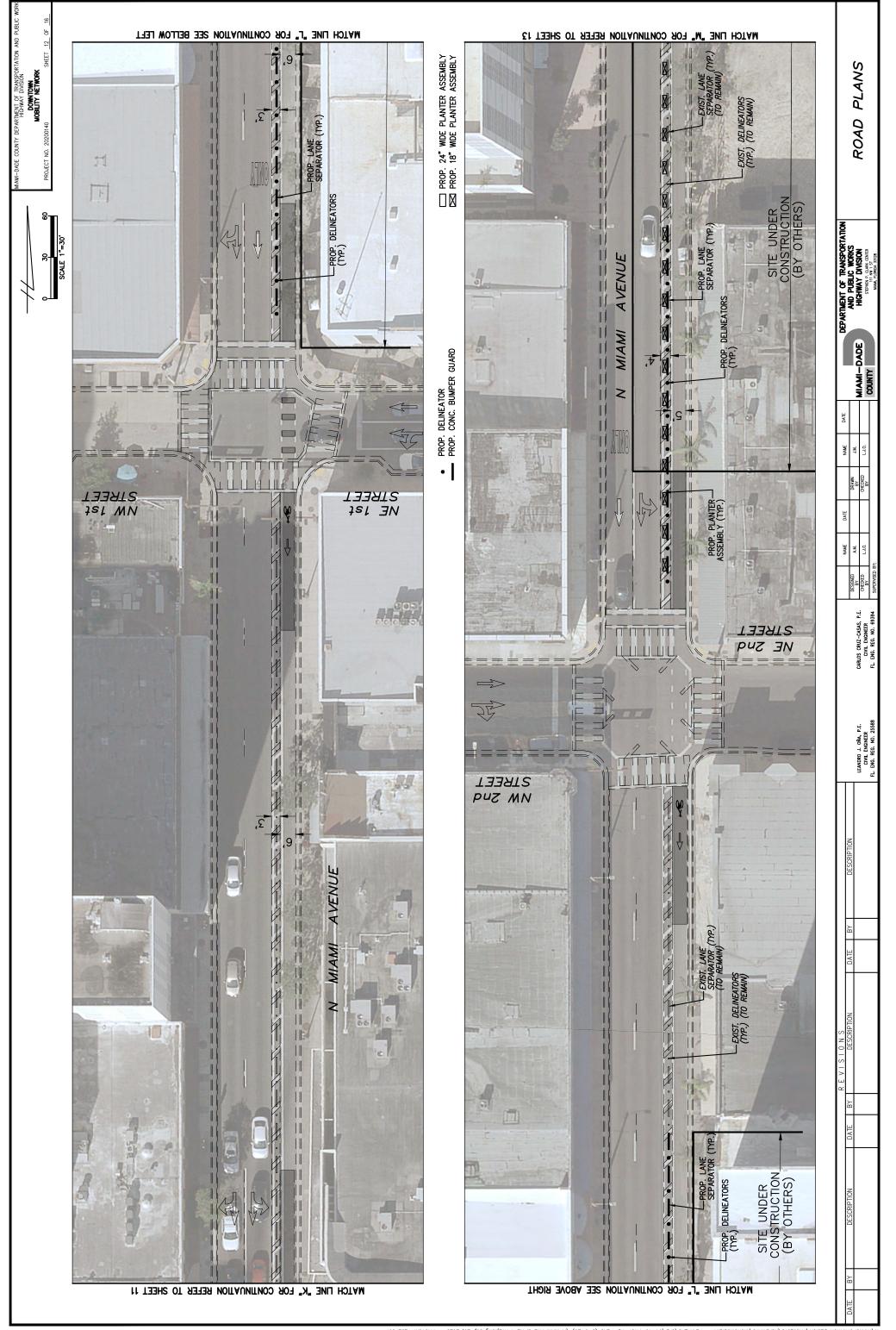




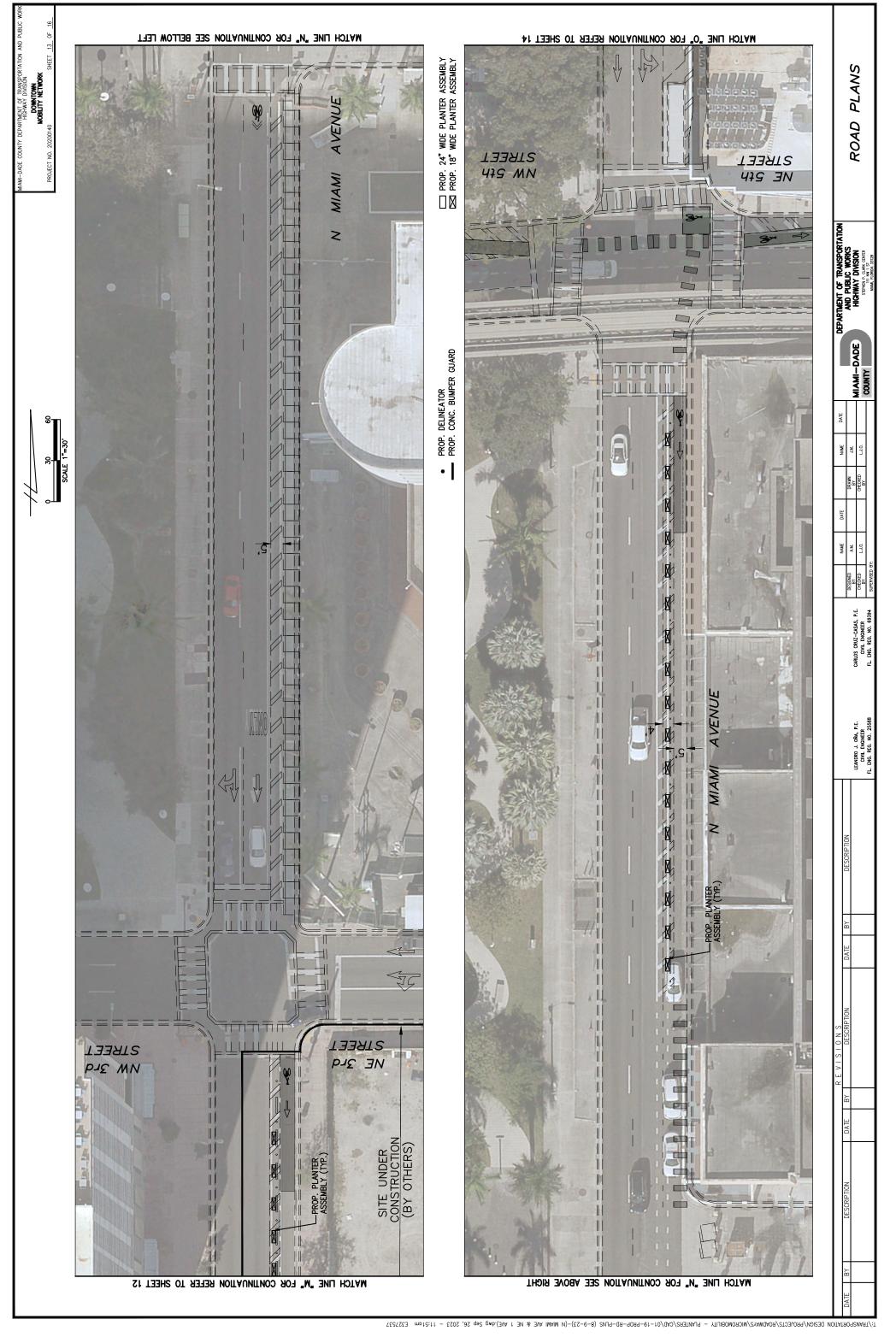


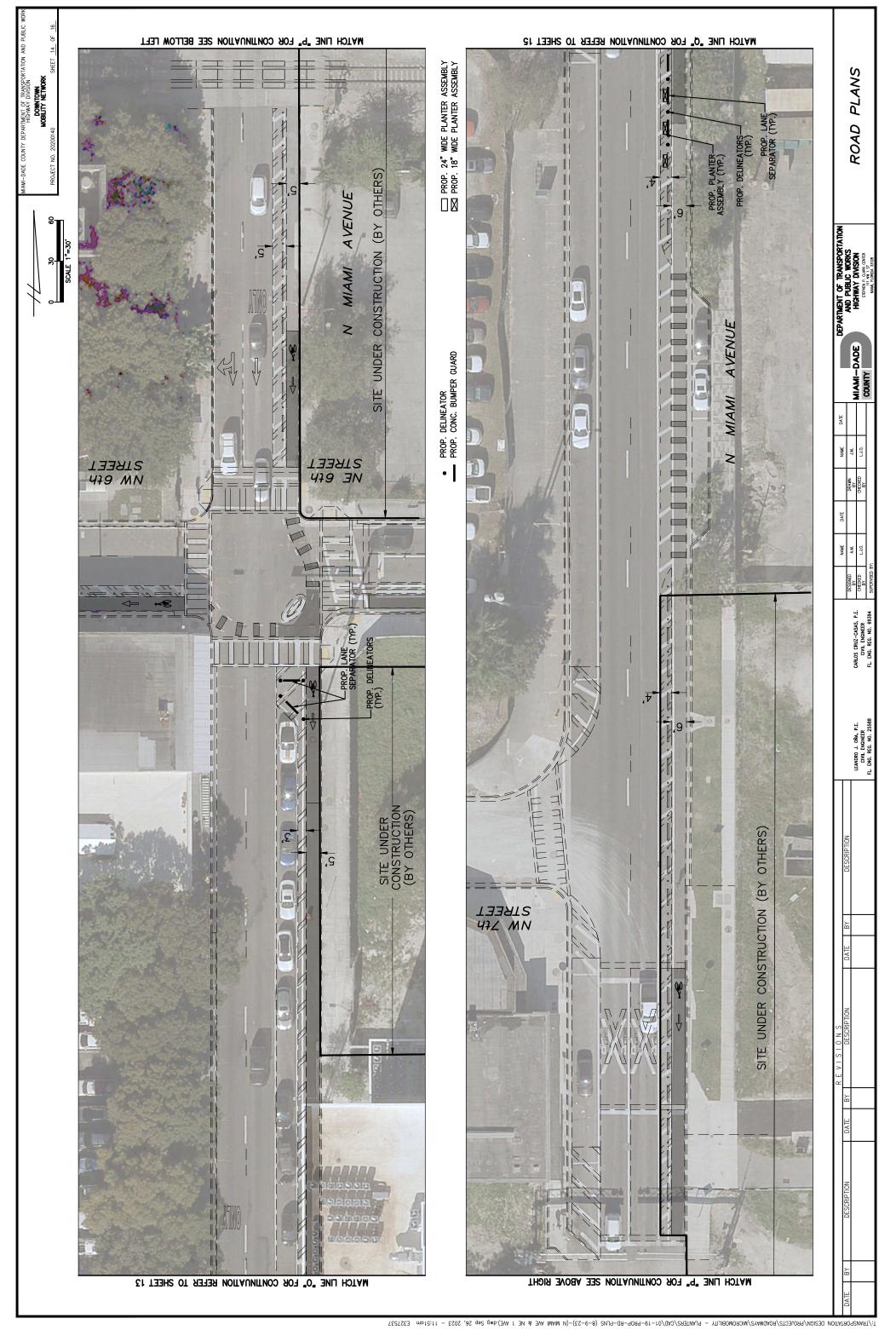


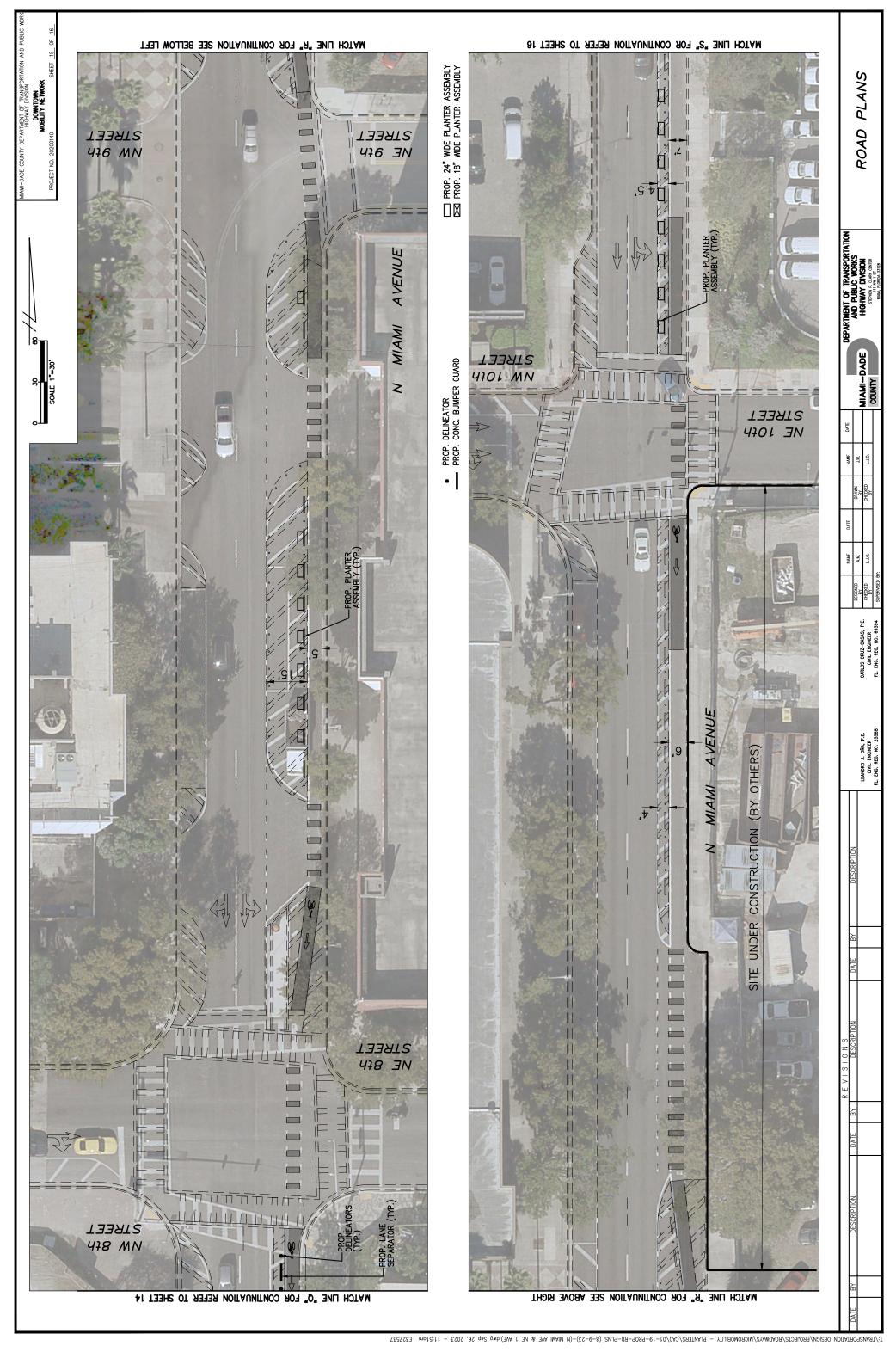


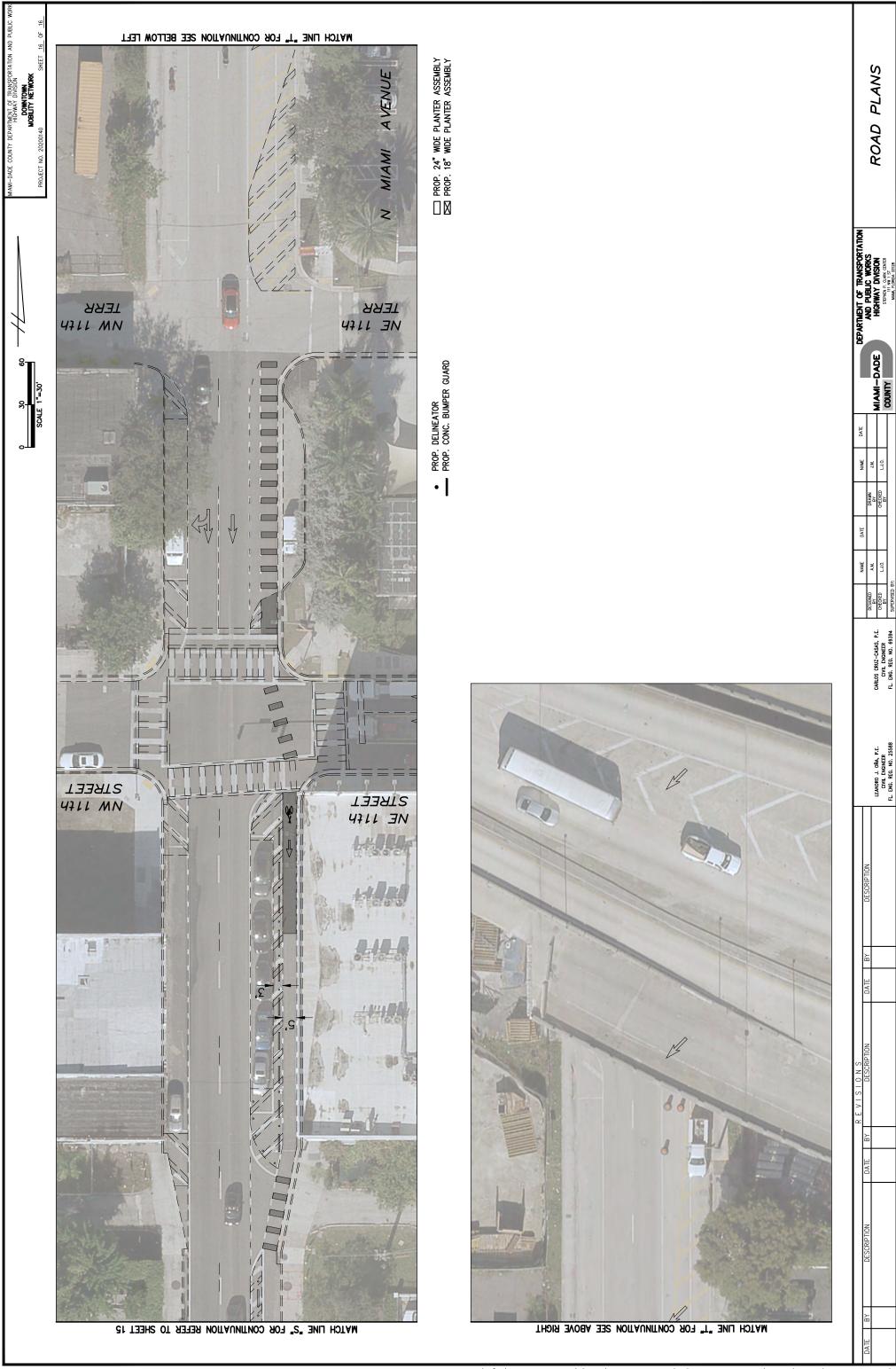


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EXHIBIT B DDA RESOLUTION

A RESOLUTION OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MIAMI, FLORIDA ("MIAMI DDA"), WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH MIAMI-DADE COUNTY, THROUGH ITS DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS (DTPW), TO PROCURE AND INSTALL LANDSCAPE PLANTERS IN THE BUFFER LANES OF THE DOWNTOWN MOBILITY NETWORK; FURTHER APPROVING THE ALLOCATION OF FUNDS, IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR SAID PURPOSE.

WHEREAS, the Miami Downtown Development Authority of the City of Miami, Florida's ("Miami DDA") mission statement is "to grow, strengthen & promote the economic health and vitality of Downtown Miami,"; and

WHEREAS, the Miami DDA is a quasi-independent public agency of the City of Miami ("City") charged with making Downtown Miami the most livable urban center in the nation and strengthening its position as the Epicenter of the Americas...an international center for commerce, culture, and tourism; and

WHEREAS, one of the 2025 Downtown Miami Master Plan (adopted in 2009) goals is to "Promote Transit and Regional Connectivity" including recommendations to "Rebalance Roadways Towards Transit, Pedestrians & Cyclists," "Enhance Connectivity to Neighborhoods Surrounding Downtown," and to promote neighborhood, metropolitan, and regional level transit improvements; and

WHEREAS, due to the robust transit coverage, new mobility options, and the planned mixed development of Downtown Miami, there is a high demand for infrastructure to support personal mobility, and first mile/last mile infrastructure; and

WHEREAS, in the early 2000's, Complete Streets initiatives started to commence throughout the U.S. to transform vehicular roads into facilities that enable safe access for all the people who use them, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities; and

WHEREAS, in September 2009, the City released the Miami Bicycle Master Plan, which includes the City of Miami 2030 Bicycle Network Plan, which identified key corridors in Downtown Miami suitable for bike lanes; and

WHEREAS, in 2010, the City, the Miami DDA, and the Miami-Dade Metropolitan Planning Organization ("MPO") adopted the Bicycle/Pedestrian Mobility Plan for the Downtown Miami area, and this Plan makes specific recommendations for improvements to Downtown Streets; and

WHEREAS, the City and Miami-Dade County ("County") both passed legislation in 2013/2014 establishing Complete Streets programs; and

WHEREAS, by 2014, Miami-Dade Metro areas were ranked fourth (4th) of all urban areas in the United States, with the highest pedestrian and bicyclist crash rates; and

WHEREAS, in February 2015, the Florida Department of Transportation ("FDOT") launched the Complete Streets Implementation process by forming and engaging a Complete Streets Implementation

Team to help identify necessary updates to FDOT's documents and practices to align with the Complete Streets Policy; and

WHEREAS, in 2015, Miami DDA staff began collaborating with the City and the County to plan for and implement Downtown Miami's first Complete Street; and

WHEREAS, on February 19, 2016, the Board of Directors of the Miami DDA adopted Resolution No. 008/2016 authorizing the Executive Director to initiate a Complete Streets concept development and implementation plan for SE/SW 1st Street between Biscayne Boulevard and SW 2nd Avenue to enhance pedestrian safety and connectivity through context-sensitive design; and

WHEREAS, on April 15, 2016, in partnership with the Health Foundation of South Florida and Neat Streets Miami, the Miami-Dade Board of County Commissioners began the Safer People Safer Streets Local Action Plan "(LAP"); and

WHEREAS, Miami-Dade County Mayor Carlos Gimenez and Miami-Dade County Commissioner Dennis Moss (District 9) appointed twenty-two (22) multi-disciplinary thought leaders to the Safer People Safer Streets Local Action Team ("LAT") who were charged with tackling Miami-Dade's dubious distinction as the fourth most dangerous metropolitan area in the nation for pedestrians; and

WHEREAS, on June 7, 2016, the Miami-Dade Board of County Commissioners adopted the Safer People Safer Streets Local Action Plan; and Initiative of the United States Department of Transportation ("USDOT") Mayor's Challenge for Safer People, Safer Streets; and

WHEREAS, from 2016 to 2017, Miami DDA staff collaborated with the County's Department of Transportation & Public Works ("DTPW"), the City's Department of Public Works, the Health Foundation of South Florida, the Miami Foundation, among others, to plan, design, fund, and implement a Pilot Project for a Complete Street on SE/SW 1st Street that would repurpose a half mile (1/2) of the corridor into one (1) vehicular lane, one (1) red Bus-Only lane, and one (1) green dedicated bike lane; and

WHEREAS, on August 17, 2017, County Mayor Carlos Gimenez, County Commissioners Bruno Barreiro (D5), Daniella Levine Cava (D8), and Dennis Moss (D9), City Commissioners Wifredo "Willy" Gort (D1) and Ken Russell (D2) hosted a "Ribbon Cutting Ceremony" to celebrate the opening of Downtown Miami's first Complete Street on SE/SW 1st Street; and

WHEREAS, a main element of pilot projects is to provide stakeholders and other interested parties valuable feedback on new project ideas and concepts, Miami DDA staff quickly realized that the necessary bike lane separators (plastic poles) in the bike buffer lanes were being knocked out by vehicles and/or removed by homeless individuals repeatedly, allowing vehicles to illegally park in the bike lanes, and there was insufficient funding set aside for continual replacement and maintenance of the plastic poles; and

WHEREAS, in March 2019, the Miami DDA hosted various transportation partners and other stakeholders to strategize on "Building on a Bike Network in Downtown Miami"; and

WHEREAS, in late 2019, the City, the County, the Miami DDA, the Miami Parking Authority ("MPA"), the District 5 County Commission Office, and the District 2 City Commission Office all collaborated on planning and funding the Downtown Mobility Network, which proposed to implement three (3) miles of separated bike lanes in the Central Business District ("CBD") of Downtown Miami; and

WHEREAS, this Downtown Bike Network will be the main Downtown spine of a larger connected bicycle & pedestrian network in the County known as the "Miami Loop"; and

WHEREAS, on July 17, 2020, the Miami DDA Board of Directors passed Resolution No. 031/2020, urging the City and County to take any and all actions necessary to ensure the success of the Downtown Bike network; and

WHEREAS, in 2021, County Mayor Daniela Levine Cava launched Miami-Dade's Vision Zero Program, with the main goal to end traffic fatalities and serious injuries by 2040, while increasing safe, reliable, sustainable and equitable mobility for all; and

WHEREAS, in 2022, in partnership with District 5 County Commission Office, the City Commission District 2, the Miami DDA and the MPA, County DTPW implemented the Downtown Mobility Network, which introduced three (3) miles of protected bike lanes in the CBD of Downtown Miami, north-south on E 1st Ave and Miami Ave, and east-west on NE 5th and NE 6th Streets; and

WHEREAS, the new Downtown Bike Network began experiencing the same issues the Complete Street on SE/SW 1st Street did, including vehicles parking illegally in the bike and buffer lanes; and

WHEREAS, Miami DDA staff began collaborating with County DTPW staff and County D5 staff to research, fund, permit and implement necessary bike lane separators/dividers in the form of landscape planters to solve this ongoing issue, just as many other municipalities have; and

WHEREAS, Miami DDA Board of Directors approved the FY 2020-21 Budget, which included a line item for Complete Streets for two-hundred and fifty thousand dollars (\$250,00.00), and the FY 2021-22 Budget, which included a line item for Complete Streets for two-hundred thousand dollars (\$200,00.00), for a total of four-hundred and fifty thousand dollars (\$450,00.00); and

WHEREAS, Miami DDA staff created accounting accruals for both amounts; and

WHEREAS, the Miami DDA desires to enter into a Memorandum of Agreement ("MOA") between Miami-Dade County DTPW and the Miami DDA for the purposes of procuring and installing landscape planters in the buffer lanes of the Downtown Mobility Network;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MIAMI, FLORIDA:

Section 1: The recitals and finding contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The Miami DDA Board of Directors authorizes the Executive Director¹ to negotiate and execute, in a form acceptable to the DDA General Counsel, a Memorandum of Agreement with Miami-Dade County for the purposes of procuring and installing landscape planters in the buffer lanes of the Downtown Mobility Network.

Section 3. The allocation of funds in an amount not to exceed two-hundred and fifty thousand dollars (\$250,000.00) to Miami-Dade County's Department of Transportation & Public Works (DTPW) for the purposes of procuring and installing landscape planters in the buffer lanes of the Downtown Mobility Network is approved.

¹ The herein authorization is further subject to compliance with all requirements that may be imposed by the General Counsel, including but not limited to, those prescribed by applicable City Charter and City Code provisions.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of July, 2023.

Commissioner Manolo Reves, Chairman

Christina Crespi, Executive Director

ATTEST: Ivonne de la Vega

Secretary to the Board of Directors

RESOLUTION NO. 017/2019

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MIAMI, FLORIDA ("MIAMI DDA") APPROVING THE PRELIMINARY ANNUAL BUDGET OF THE MIAMI DDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; REQUESTING THAT THE MIAMI CITY COMMISSION ESTABLISH THE MILLAGE TO SUPPORT THE FINANCIAL REQUIREMENTS OF THE BUDGET; AUTHORIZING THE EXECUTIVE DIRECTOR OF THE MIAMI DDA TO EXPEND FUNDS FOR THE BUDGET; DIRECTING THE EXECUTIVE DIRECTOR TO FILE A DETAILED STATEMENT OF THE PROPOSED EXPENDITURES AND ESTIMATED REVENUES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 WITH THE CITY CLERK OF THE CITY OF MIAMI ("CLERK") AFTER ADOPTION AND ESTABLISHMENT OF THE MILLAGE BY THE MIAMI CITY COMMISSION; AND FURTHER PROVIDING THAT A COPY OF THIS RESOLUTION BE FILED WITH THE CLERK.

WHEREAS, the Miami Downtown Development Authority of the City of Miami, Florida ("Miami DDA") has prepared a preliminary budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year"); and

WHEREAS, the Board of Directors of the Miami DDA has reviewed said budget on the Estimated Tax Roll provided by Miami-Dade County; and

WHEREAS, the Board of Directors of the Miami DDA finds that the proposed budget is necessary in order to further the objectives of the Miami DDA, as authorized by the Code of the City of Miami, Florida, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals are true and correct and are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The preliminary budget of the Miami DDA, as submitted by the Executive Director is made part of this Resolution and is hereby approved and shall be known as the "Annual Budget of the Miami Downtown Development Authority: Fiscal Year October 1, 2019 through September 30, 2020".

Section 3. The following appropriations for the Fiscal Year BEGINNING October 1, 2019 and ending September 30, 2020 are hereby made for the purpose of financing the operations and other legal and proper purposes of the Miami DDA:

	GENERAL FUND	
Revenue Sources		
Ad Valorem Tax Levy	\$ 9,920,000	
Other Revenue	365,000	
Total Sources	10,285,000	
Carryover Funds from Prior Years	2,413,087	
Total Revenues and Balances	12,698,087	
Use of Funds		
General Expenses	3,577,152	
Leadership, Advocacy and Operations	1,020,200	
Urbanism	4,883,250	
Enterprise	1,920,750	
Subtotal	11,401,352	
Fund Balances/Reserves	1,296,735	
Total Uses	12,698,087	

Section 4. The Executive Director is directed to submit a copy of this preliminary budget as well as this Resolution to the Miami City Commission and to request the Miami City Commission to adopt said preliminary budget and establish the millage, authorized by law, to support the financial requirements of this budget.

Section 5. The Executive Director is authorized to expend funds, including new salary rates, as provided in said budget, after adoption and establishment of the millage by the Miami City Commission, beginning October 1, 2019.

Section 6. The Executive Director is directed to prepare and file with the City Clerk of the City of Miami, Florida ("Clerk") a detailed statement of the proposed expenditures and estimated revenues for the Fiscal Year 2019-2020, which shall be entitled "Annual Budget of the Miami Downtown Development Authority: Fiscal Year October 1, 2019 through September 30, 2020".

Section 7. A copy of this Resolution and the attachment(s) shall be filed with the Clerk after adoption of the millage by the Miami City Commission.

Section 8. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of July, 2019.

Tommissioner Ken Russell. Chairman

Alyce M. Robertson, Executive Director

TTEIvonne de la Vega

Secretary to the Board of the Directors

RESOLUTION NO. 025/2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MIAMI, FLORIDA ("MIAMI DDA"), WITH ATTACHMENT(S), APPROVING THE PRELIMINARY ANNUAL BUDGET OF THE MIAMI DDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 ("FISCAL YEAR"); REQUESTING THAT THE MIAMI CITY COMMISSION ESTABLISH THE MILLAGE TO SUPPORT THE FINANCIAL REQUIREMENTS OF THE BUDGET; AUTHORIZING THE EXECUTIVE DIRECTOR OF THE MIAMI DDA TO EXPEND FUNDS FOR THE BUDGET; DIRECTING THE EXECUTIVE DIRECTOR TO FILE A DETAILED STATEMENT OF THE PROPOSED EXPENDITURES AND ESTIMATED REVENUES FOR THE FISCAL YEAR WITH THE CITY CLERK OF THE CITY OF MIAMI AFTER ADOPTION AND ESTABLISHMENT OF THE MILLAGE BY THE MIAMI CITY COMMISSION; AND FURTHER DIRECTING THE EXECUTIVE DIRECTOR TO FORWARD A COPY OF THIS RESOLUTION TO THE OFFICIALS STATED HEREIN.

WHEREAS, the Miami Downtown Development Authority of the City of Miami, Florida ("Miami DDA") has prepared a preliminary budget ("Budget") for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year"); and

WHEREAS, the Board of Directors of the Miami DDA has reviewed the Budget based on the Estimated Tax Roll provided by Miami-Dade County; and

WHEREAS, the Board of Directors of the Miami DDA finds that the Budget is necessary in order to further the objectives of the Miami DDA as authorized by the Code of the City of Miami, Florida, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals are true and correct and are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The Budget of the Miami DDA as submitted by the Executive Director, attached and incorporated as Exhibit "A", is approved.

Section 3. The following appropriations for the Fiscal Year are hereby made for the purposes of financing the operations and other legal and proper purposes of the Miami DDA:

			GENERAL FUND	
Revenue Sources				
	Ad Valorem Tax Levy		s	10,580,00
Reimbursements	Reimbursements			1,015,004
		Total Revenues		11.595,00
Use of F	unds			
	General Expenses			3,252,350
	Leadership, Advocacy and Operations			881.000
	Urbanism			5,136,000
	Enterprise			1,367.650
		Subtotal		10,637,000
	Fund Balances and Reserves			958,000
		Total Uses		11,595,000

Section 4. The Miami City Commission is urged to approve the Budget and to establish the millage as authorized by law to support the financial requirements of the Budget.

The Executive Director is authorized to expend funds, including any salary Section 5. modifications as required, as provided in the Budget after adoption and establishment of the millage by the Miami City Commission beginning October 1, 2020.

Section 6. The Executive Director is authorized to transfer two million dollars (\$2M) from the Money Market Account to the Economic Recovery Reserve Money Market Account already opened at Citibank, N.A. The account has a balance of approximately one million dollars (\$1M) and with the transfer will totaled approximately three million dollars (\$3M) in reserves. This reserve account is created to subsidize any loss of revenues anticipated in future fiscal years. The funds will be transferred from the carryover funds from prior years with no other fiscal impact on the Budget.

Section 7. The Executive Director is directed to prepare and file with the City Clerk of the City of Miami, Florida ("Clerk") a detailed statement of the proposed expenditures and estimated revenues for the Fiscal Year, which shall be entitled "Annual Budget of the Miami Downtown Development Authority: Fiscal Year October 1, 2020 through September 30, 2021".

The Executive Director is directed to forward a copy of this Resolution Section 8. and the attachment(s) with the Mayor and Members of the City Commission, the City Manager, the City's Director of Management and Budget, and the Clerk.

Section 9. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of July, 2020.

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ATTEST Ivonne de la Vega

Secretary to the Board of the Director

Christina Crespi, Executive Director

Commissioner Manolo Reves, Chairman

RESOLUTION NO. 031/2020

A RESOLUTION OF THE OF THE BOARD OF DIRECTORS OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MIAMI, FLORIDA SUPPORTING THE DEVELOPMENT OF THE DOWNTOWN BIKE NETWORK, A MICROMOBILITY NETWORK IN DOWNTOWN MIAMI ("PROJECT"); URGING THE CITY OF MIAMI ("CITY") AND MIAMI-DADE COUNTY ("COUNTY") TO TAKE ANY AND ALL ACTIONS NECESSARY TO ENSURE THE SUCCESS OF THE PROJECT; SUPPORTING ITEM RE. 18 (FILE ID 7663) ON THE JULY 23, 2020 CITY COMMISSION AGENDA FOR A JOINT PARTICIPATION AGREEMENT WITH THE COUNTY FOR THE PROJECT; DIRECTING THE EXECUTIVE DIRECTOR TO FORWARD A COPY OF THIS RESOLUTION TO THE OFFICIALS STATED HEREIN.

WHEREAS, the mission of the Miami Downtown Development Authority of the City of Miami, Florida ("Miami DDA") is to grow, strengthen, and promote the economic health and vitality of Downtown Miami; and

WHEREAS, one of the 2025 Downtown Miami Master Plan goals is to "promote transit and regional connectivity" including recommendations to "rebalance roadways toward transit, pedestrians & cyclists", "enhance connectivity to neighborhoods surrounding Downtown," and to promote neighborhood, metropolitan and regional level transit improvements; and

WHEREAS, Miami Dade Metro areas is ranked 4th of all urban areas in the United States with highest pedestrian and bicyclist crash rates; and

WHEREAS, the Board of Directors of the Miami DDA adopted Resolution No. 008/2016 on February 19, 2016 authorizing the Executive Director to initiate a Complete Streets concept development and implementation plan for SE/SW 1st Street between Biscayne Boulevard and SW 2nd Avenue to enhance pedestrian safety and connectivity through context sensitive design; and

WHEREAS, the Florida Department of Transportation has adopted Complete Streets style standards as part of its Roadway Design Criteria and has incorporated transportation design guidelines for livable communities in both the Plans Preparation Manual and the Florida Greenbook; and

WHEREAS, the City of Miami ("City") and Miami-Dade County ("County") both passed legislation in 2013/2014 establishing Complete Streets programs; and

WHEREAS, the City and the County are in the process of developing streets to be inclusive of all modes of transportation in accordance with the character and context of a particular area; and

WHEREAS, due to the robust transit coverage, new mobility options, and the planned mixed development of Downtown Miami, there is a high demand for infrastructure to support personal mobility and first/last mile infrastructure; and

WHEREAS, the City and the County are collaborating to ensure the establishment and progressive construction of a safe micromobility network to promote safe alternative modes of transportation such as bicycling and scooter riding ("Project"); and

WHEREAS, the City's adopted Bicycle/Pedestrian Mobility Plan for the Downtown Miami area makes recommendations for improvements to Downtown streets; and

WHEREAS, both the City and the County have dedicated funding sources for the capital improvements of a Downtown Bike Network which includes the Miami DDA District; and

WHEREAS, this Downtown Bike Network will be the main downtown spine of a larger connected bicycle and pedestrian network in the County known as the "Miami Loop"; and

WHEREAS, the City, the County, the Miami DDA, and the Miami Parking Authority have concurred on a proposed network of roadways to be improved including areas throughout the Miami DDA District; and

WHEREAS, the County will take the lead in managing the Project and work with the City in permitting and coordinating the Project; and

WHEREAS, the Miami DDA will take the lead on funding, procuring, and installing the necessary bike lane separators/dividers to protect the bike lanes with approved infrastructure; and

WHEREAS, the Project will have a significant impact on the quality of life of the residents of the Miami DDA and the continued successes of businesses throughout the Miami DDA District; and

WHEREAS, the City and the County are negotiating a Joint Participation Agreement to delineate responsibilities, maintenance, and funding resources for the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The Board of Directors supports the development of the Project with a focus on Downtown Miami.

Section 3. The Board of Directors urges the City and the County to take any and all actions necessary to ensure the success of the Project.

Section 4. The Board of Directors supports item RE.18 (File ID 7663) on the July 23, 2020 City Commission agenda for a joint participation agreement between the City and the County for the Project.

Section 5. The Executive Director is directed to forward a copy of this Resolution to the Mayor and Members of the Miami City Commission, City Manager Arthur Noriega V, and the Mayor and Members of the Board of County Commissioners.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 17th day of July 2020.

Commissioner Manolo Reyes, Chairman

Christina Crespi, Executive Director

ATTES e de la Ivonne de la Vega

Secretary to the Board of Directors